

SPECIAL USE APPLICATION & TEMPORARY PERMIT FOR OUTFITTING AND GUIDING

Authority: Federal Lands Recreation Enhancement Act, 16 U.S.C. 6802(h)
(Ref.: FSH 2709.11, section 41.53)

<Part I of this form may be used by proponents or applicants to request a temporary use permit for outfitting and guiding. >

PART I – APPLICATION

1. APPLICANT INFORMATION

Applicant Name: Business Name:

Applicant's Complete Address:

Telephone Number: () -

Fax Number: () -

E-mail Address: Website:

As an applicant, are you:

- ☐ Individual If yes, are you a citizen of the United States?
☐ Corporation If yes, provide a copy of your state certificate of good standing.
☐ Limited Liability Company If yes, provide a copy of your state certificate of good standing.
☐ Partnership or Association If yes, provide a copy of your partnership or association agreement.
☐ State Government or Agency (Includes state universities)
☐ Local Government or Agency (Includes high schools)
☐ Nonprofit (Please attach a copy of your IRS Form 990)

Under the Regulatory Flexibility Act, a small entity is a firm that is "independently owned and operated" and "not dominant in its field of operation." The United States Small Business Administration has developed size standards to identify what is considered a small business. Under these standards, a business with annual receipts of less than \$6.5 million constitutes a small business for recreation industries. Additionally, a small organization is any nonprofit enterprise that is independently owned and operated and not dominant in its field. A small government jurisdiction is a government of a city, county, town, township, village, school district, or special district with a population of less than 50,000.

Under these criteria, are you a small entity? ☐

2. DESCRIPTION OF PROPOSED ACTIVITY

Please include:

- The number of service days requested (or quota equivalent).
- The anticipated number of trips and party size.
- Trip Itinerary with:
 - Starting and ending dates of the proposed operations.
 - Location of routes and starting and ending points for the proposed operations (include a map showing these locations).
- Services that will be offered to clients (identify any services that will be provided by a party other than the holder).
- A description of your client base or audience.
- A list of government facilities you propose to use, e.g., a boat launch, parking lot, or trailhead.
- A list of temporary improvements or signs that you propose to use.
- A statement of whether the proposed operations involve motorized equipment.
- A statement of whether the proposed operations involve transportation livestock, and if so, whether grazing is requested.

- A statement of whether an assigned site is requested.
- A description of cleanup and restoration during and after the proposed operations.

3. ADVERTISING. Provide a current brochure and current advertising materials or website address.

4. CLIENT CHARGES. Provide a description of client charges and fees and what they cover. Attach a current rate sheet.

5. GUIDE IDENTIFICATION

- Attach a list of all guides who would be working under the permit.
- Describe your requirements for employment and staff training programs.
- Attach copies of current CPR and First Aid certifications, Wilderness First Responder cards, and other applicable certifications for guides. Please do not send copies of social security cards or passports. Send driver's licenses only if driving is part of the outfitting and guiding service.
- If the state in which your activity would occur requires licensing for outfitters and guides, include a copy of relevant licenses.

6. OPERATING PLAN. Attach an operating plan that addresses client and visitor safety, evacuation and emergency procedures, and resource protection with respect to your proposed operations and location.

7. LIABILITY INSURANCE. The holder will be required to obtain liability insurance in an amount satisfactory to the authorized officer (see FSM 2713.1). The insurance policy must name the United States as an additional insured. A copy of the certificate of insurance must be provided to the authorized officer prior to issuance of a permit.

8. CLIENT'S ACKNOWLEDGMENT OF RISK FORM. If you plan to use an acknowledgment of risk form, attach a copy.

9. EXPERIENCE. List all permits for outfitting and guiding on National Forest System lands that you have held in the past 3 years. If you received a performance evaluation from the Forest Service, attach a copy. If you are relying on outfitting and guiding experience with other federal or state agencies, list any permits that you have held with those agencies in the past 3 years and provide a copy of any performance evaluations received. List all citations or violations received in association with outfitting and guiding activities.

10. SIGNATURE. I hereby certify that I am of legal age and am authorized to do business in the State or Commonwealth of _____. I have personally examined the information contained in this application and certify that this information is correct to the best of my knowledge. I hereby acknowledge that is an application only, and that the use and occupancy of National Forest System lands is not authorized until a special use permit is signed and issued by an authorized officer.

Printed Name: Signature: _____ Date:

Printed Name: Signature: _____ Date:

18 U.S.C. § 1001 makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction. Anyone who knowingly or willfully makes or uses any false statements or representations shall be fined not more than \$10,000 or imprisoned not more than five years, or both.

<For the permit file, attach "Part II-Permit" to "Part I-Application." Use this permit to authorize temporary outfitting and guiding in amounts up to 200 service days or the equivalent in quotas for periods up to 180 days. If use is allocated as a quota rather than service days, compute the service day equivalent for the quota and enter that number. In addition, describe the quota of delete the quota line. Enter "0" for assigned site or grazing use if not applicable. >

#HOLDER_NAME# of #HOLDER_ADD_LINE_1#, #HOLDER_ADD_LINE_2#, #HOLDER_CITY#, #HOLDER_STATE#
#HOLDER_ZIP# (the holder) is hereby authorized to use, subject to the terms of this permit, National Forest System lands described as:
#TOWNSHIP_SECT_RANGE# #FIRST_DIVISION# #FIRST_DIV_NAME_NUMBER#, #SECOND_DIVISION#
#SECOND_DIV_NAME_NUMBER#, #THIRD_DIVISION# #THIRD_DIV_NAME_NUMBER#, as shown in attached Exhibit(s) . This authorization covers approximately #USE_ACRES# acres and/or #USE_MILES# miles.

This temporary use permit is issued for the purpose of authorizing the following outfitting and guiding activities on National Forest System lands:

#PURPOSE#

temporary use service days ["or the service day equivalent of a quota"] for [if appropriate, designate activity or district]

Selection item 1: Select to have clause appear.

☐ **The quota for this use is** ["Describe the quota. For example, the quota for this use is 3 launches per day, 6 people per launch, 2 days each week for 2 weeks"].

Selection item 2: Select to remove item 1 and have nothing appear.

☐

assigned sites for
 grazing use (in head months (HMs))

<All permits must have an operating plan and trip itinerary. The authorized officer may include site-specific conditions in the permit, if needed. Delete Appendix D if it does not apply.>

The following appendices are attached to and made a part of this permit:

Appendix A – Operating Plan
Appendix B – Trip Itinerary
Appendix C – Map of the Authorized Area
Appendix D – Site-Specific Conditions

I. GENERAL TERMS AND CONDITIONS

A. AUTHORITY. This permit is issued pursuant to Federal Lands Recreation Enhancement Act, 16 U.S.C. 6802(h), and 36 CFR Part 251, Subpart B, as amended, and is subject to their provisions.

B. AUTHORIZED OFFICER. The authorized officer is the Forest Supervisor or a subordinate officer with delegated authority.

C. TERM. This permit shall expire at midnight on #EXPIRATION_DATE#. The term for this temporary permit shall not exceed 180 days.

D. RENEWAL AND EXTENSION. This permit is not renewable. Upon expiration of the permit all use shall return to the temporary use pool.

E. AMENDMENT. This permit may be amended, provided that the total use authorized not exceed 200 service days or the equivalent in quotas and the term of the permit not exceed 180 days.

F. COMPLIANCE WITH LAWS, REGULATIONS, AND OTHER LEGAL REQUIREMENTS. In exercising the privileges granted by this permit, the holder shall comply with all present and future federal laws and regulations and all present and future state, county, and municipal laws, regulations, and other legal requirements that fall under the jurisdiction of other governmental entities.

G. NON-EXCLUSIVE USE. The use and occupancy authorized by this permit are not exclusive. The Forest Service reserves the right of access to the permit area, including a continuing right of physical entry to the permit area for inspection, monitoring, or any other purpose consistent with any right or obligation of the United States under any law or regulation. The Forest Service reserves the right to allow others to use the permit area in any way that is not inconsistent with the holder's rights and privileges under this permit, after consultation with all parties involved. Except for any restrictions that the holder and the authorized officer agree are necessary to protect the installation and operation of authorized temporary improvements, the lands and waters covered by this permit shall remain open to the public for all lawful purposes.

H. ASSIGNABILITY. This permit is not assignable or transferable.

II. OPERATIONS

A. OPERATING PLAN. The operating plan submitted in the application corresponding to this permit is incorporated as the operating plan for this permit and is attached as Appendix A. You would be required to notify the Forest Service in writing of any staff changes during your operating season.

B. TRIP ITINERARY. The trip itinerary submitted in the application corresponding to this permit is incorporated as the trip itinerary for this permit and is attached as Appendix B.

C. REQUIRED LICENSES. The holder shall obtain all licenses required for conducting the activities authorized by this permit.

D. CONDITION OF OPERATIONS. The holder shall maintain the permit area to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the authorized officer and consistent with other provisions of this permit.

E. PROHIBITION ON USE OF MECHANIZED TRANSPORT OR MOTORIZED EQUIPMENT IN WILDERNESS AREAS. The holder shall not use mechanized transport or motorized equipment in wilderness areas and shall not use mechanized transport or motorized equipment in proposed or potential wilderness areas without prior written approval from the authorized officer.

F. PROHIBITION ON IMPEDING OR INTERFERING WITH OTHER USES. The holder shall perform the activities authorized by this permit so as not to impede or interfere with administrative or other authorized uses of National Forest System lands.

G. RESTRICTION OF MOTOR VEHICLE USE. The holder shall restrict motor vehicle use to designated roads, trails, and areas, unless specifically provided otherwise in the operating plan.

H. RESOURCE PROTECTION. The holder shall conduct all activities so as to prevent or minimize scarring, erosion, littering, and pollution of National Forest System lands, water pollution, and damage to watersheds. In addition, the holder shall take precautions at all times to prevent wildfire.

I. PERFORMANCE OF SUPPORT SERVICES. As a general rule, the holder shall conduct the day-to-day activities authorized by this permit. Activities that support the use authorized by this permit, such as food or shuttle services, may be conducted by a party other than the holder, but only with prior written approval from the authorized officer. The holder shall continue to be responsible for compliance with all the terms of this permit.

J. NONDISCRIMINATION

1. The holder and its employees shall not discriminate against any person on the basis of race, color, sex (in educational activities), national origin, age, or disability or by curtailing or refusing to furnish accommodations, facilities, services, or use privileges offered to the public generally. In addition, the holder and its employees shall comply with the provisions of Title VI

of the Civil Rights Act of 1964 as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments Act of 1972, as amended, and the Age Discrimination Act of 1975, as amended.

2. The holder shall include and require compliance with the above nondiscrimination provisions in any third-party agreement made with respect to the operations authorized under this permit.

3. The Forest Service shall furnish signs setting forth this policy of nondiscrimination. These signs shall be conspicuously displayed at the public entrance to the premises and at other exterior or interior locations, as directed by the Forest Service.

4. The Forest Service shall have the right to enforce the foregoing nondiscrimination provisions by suit for specific performance or by any other available remedy under the laws of the United States or the State in which the violation occurs.

K. EQUAL ACCESS TO FEDERAL PROGRAMS. In addition to the above nondiscrimination policy, the holder agrees to ensure that its programs and activities are open to the general public on an equal basis and without regard to any non-merit factor.

L. SANITATION. The operation and maintenance of all sanitation and food service systems and facilities shall comply with applicable standards set by state and local health departments.

M. SIGNS AND TEMPORARY IMPROVEMENTS. Signs posted and temporary improvements installed on National Forest System lands must have prior written approval from the authorized officer.

<Clauses II.N and II.O are optional and may be deleted. If deleted, reletter appropriately.>

Selection item 1: Select to have clause appear.

- ☐ **N. NOXIOUS WEED/EXOTIC PLANT PREVENTION AND CONTROL.** The holder shall be responsible for the prevention and control of noxious weeds and/or exotic plants arising from the authorized use. For purposes of this clause, noxious weeds and exotic plants include those species recognized as such by [redacted] [name of federal, state, or local authority]. The holder shall follow prevention and control measures required by [redacted] [name of federal, state, or local authority]. When determined to be necessary by the authorized officer, the holder shall develop a plan for noxious weed and exotic plant prevention and control. These plans must have prior written approval from the authorized officer and, upon approval, shall be attached to this permit as an appendix.

Selection item 2: Select to remove item 1 and have nothing appear. Reletter the following clause if necessary.

☐

<Include the following clause in permits involving livestock. Delete for all other permits.>

Selection item 1: Use this clause in permits involving livestock.

- ☐ **O. WEED-FREE HAY.** The holder shall use only hay, grain, straw, pelletized feed, or mulch certified as noxious weed-free or noxious weed seed-free by a State Department of Agriculture or other authorized county official. The holder shall provide documentation of that certification to the authorized officer.

Selection item 2: Select to remove item 1 and have nothing appear.

III. RIGHTS AND LIABILITIES

A. LEGAL EFFECT OF THE PERMIT. This permit, which is revocable and terminable, is not a contract or a lease, but rather a federal license. The benefits and requirements conferred by this authorization are reviewable solely under the procedures set forth in 36 CFR Part 251, Subpart C, and 5 U.S.C. 704. This permit does not constitute a contract for purposes of the Contract Disputes Act, 41 U.S.C. 601. The permit is not real property, does not convey any interest in real property, and may not be used as collateral for a loan.

B. THIRD-PARTY RIGHTS. This permit is subject to all valid outstanding rights. Valid outstanding rights include those derived from mining and mineral leasing laws of the United States. The United States is not liable to the holder for the exercise of any such right.

C. ABSENCE OF THIRD PARTY BENEFICIARY RIGHTS. The parties to this permit do not intend to confer any rights on any third party as a beneficiary under this permit.

D. DAMAGE TO UNITED STATES PROPERTY. The holder has an affirmative duty to protect from damage the land, property, and other interests of the United States. Damage includes but is not limited to fire suppression costs, damage to government-owned improvements covered by this permit, and all costs and damages associated with or resulting from the release or threatened release of a hazardous material occurring during or as a result of activities of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees on, or related to, the lands, property, and other interests covered by this permit. For purposes of clauses III.D, III.F, and II.H, "hazardous material" shall mean any hazardous substance, pollutant, contaminant, hazardous waste, oil, and/or petroleum product, as those terms are defined under any federal, state, or local law or regulation.

E. INDEMNIFICATION. The holder shall indemnify, defend, and hold harmless the United States for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the holder in connection with the use and occupancy authorized by this permit. This indemnification and hold harmless provision includes but is not limited to acts and omissions of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees in connection with the use and occupancy authorized by this permit which result in (1) violations of any laws and regulations which are now or which may in the future become applicable, and including but not limited to those environmental laws listed in clause V.A of this permit; (2) judgments, claims, demands, penalties, or fees assessed against the United States; (3) costs, expenses, and damages incurred by the United States; or (4) the release or threatened release of any solid waste, hazardous waste, hazardous substance, pollutant, contaminant, oil in any form, or petroleum product into the environment. The authorized officer may prescribe terms that allow the holder to replace, repair, restore, or otherwise undertake necessary curative actions to mitigate damages in addition to or as an alternative to monetary indemnification.

<USER NOTES FOR CLAUSE III.F>

<Select the appropriate clause III.F below, in accordance with the type of insurance and holder. READ ALL USER NOTES PRIOR TO SELECTION>

Selection item 1: For policies with separate limits of coverage for personal injury or death and third-party property damage, use the following clauses III.F, III.F.1, and III.F.2.

- ☐ **F. INSURANCE.** The holder shall furnish proof of insurance, such as a certificate of insurance, to the authorized officer prior to issuance of this permit and each year thereafter that this permit is in effect. The Forest Service reserves the right to review and approve the insurance policy prior to issuance. The holder shall send an authenticated copy of any insurance policy obtained pursuant to this clause to the authorized officer immediately upon issuance of the policy. Any insurance policies obtained by the holder pursuant to this clause shall name the United States as an additional insured, and the additional insured provision shall provide for insurance coverage for the United States as required under this clause. Such policies shall also specify that the insurance company shall give 30 days prior written notice to the authorized officer of cancellation of or any modification to the policies. The certificate of insurance, the authenticated copy of the insurance policy, and written notice of cancellation or modification of insurance policies should be sent to U.S. Government, c/o #Managing Org# #Managing Org Address#. Minimum amounts of coverage and other insurance requirements are subject to change at the sole discretion of the authorized officer on the anniversary date of this permit.

1. **Liability.** The holder shall have in force liability insurance covering losses associated with the use and occupancy authorized by this permit arising from personal injury or death and third-party property damage in the minimum amount of:

\$ for injury or death to one person per occurrence,

\$ for injury or death to more than one person per occurrence, and

\$ for third-party property damage, per occurrence.

2. Depending on the holder's operations, the Forest Service may require the holder to demonstrate the availability of funds to address any release or threatened release of hazardous materials that may occur in connection with the

holder's use and occupancy. Any requirements imposed would be established on a case-by-case basis by the authorized officer based on the degree of environmental risk from the holder's operations. The use and storage of normal maintenance supplies in nominal amounts generally would not trigger financial assurance requirements.

Selection item 2: For policies with combined single limits of coverage for personal injury or death and third-party property damage, use the following clauses III.F, III.F.1, and III.F.2.

- F. INSURANCE.** The holder shall furnish proof of insurance, such as a certificate of insurance, to the authorized officer prior to issuance of this permit and each year thereafter that this permit is in effect. The Forest Service reserves the right to review and approve the insurance policy prior to issuance. The holder shall send an authenticated copy of any insurance policy obtained pursuant to this clause to the authorized officer immediately upon issuance of the policy. Any insurance policies obtained by the holder pursuant to this clause shall name the United States as an additional insured, and the additional insured provision shall provide for insurance coverage for the United States as required under this clause. The policies shall also specify that the insurance company shall give 30 days prior written notice to the authorized officer of cancellation of or any modification to the policies. The certificate of insurance, the authenticated copy of the insurance policy, and written notice of cancellation or modification of insurance policies should be sent to U.S. Government, c/o #Managing Org# #Managing Org Address#. Minimum amounts of coverage and other insurance requirements are subject to change at the sole discretion of the authorized officer on the anniversary date of this permit.
1. **Liability.** The holder shall have in force liability insurance covering losses associated with the use and occupancy authorized by this permit arising from personal injury or death and third-party property damage in the minimum amount of \$ as a combined single limit per occurrence.
 2. Depending on the holder's operations, the Forest Service may require the holder to demonstrate the availability of funds to address any release or threatened release of hazardous materials that may occur in connection with the holder's use and occupancy. Any requirements imposed would be established on a case-by-case basis by the authorized officer based on the degree of environmental risk from the holder's operations. The use and storage of normal maintenance supplies in nominal amounts generally would not trigger financial assurance requirements.

Selection item 3: If the prospective holder is a federal agency, use the following clause III.F. >

- F. DAMAGE TO NATIONAL FOREST INTERESTS, PROPERTY, OR RESOURCES.** As an agency of the United States, the holder is limited by federal law as to the assumption of liability for its acts or omissions. The holder agrees, within its legal limitations and limitations of appropriations, to be responsible for all damages arising from injury to persons or property associated with the use and occupancy authorized by this permit. The holder further agrees, to the extent legally permissible, to use its appropriations and resources as required to pay any claims and to repair damage to the land within the permit area. This provision is intended to shield the appropriations of the Forest Service from any burdens, other than administrative costs, which may arise in connection with the use and occupancy authorized by this permit.

<User Note: If the prospective holder is a state or one of its political subdivisions that has statutory or constitutional authorities limiting its liability or obligation to indemnify, the authorized officer shall prepare a risk assessment to determine the potential for loss to the United States from personal injury, death, or property damage associated with the prospective holder's use and occupancy. If the authorized officer determines based on the risk assessment that the potential for personal injury, death, or property damage associated with the prospective holder's use and occupancy exceeds the limitations on the liability or indemnification obligation of the state or its political subdivision, the prospective holder shall, as a precondition to issuance of this permit, procure insurance under the terms of clause III.F of this permit in the amount determined in the risk assessment that exceeds the liability or indemnification limitations on the state or its political subdivision.>

<END USER NOTES FOR CLAUSE III.F>

<Include the following clause in permits involving contracts for ancillary services as defined in FSH 2709.11, section 41.53d. Delete for all other permits.>

Selection item 1: Use this clause in permits involving contracts for ancillary services.

- ☐ **G. CONTRACTED SERVICES.** The holder shall have in force an endorsement covering contracted services and equipment or, alternatively, shall procure a separate insurance policy that covers these services.

Selection item 2: Select to remove item 1 and have nothing appear.

<In clause IV.A enter "0" for the assigned site fee and grazing fee if not applicable.>

IV. LAND USE FEE.

A. Land Use Fee. All fees must be paid in advance and are not refundable.

1. The land use fee for this permit is \$150 per 50 service days. This permit authorizes [] [service days or the quota equivalent in service days] [] and the fee is [].
2. Additionally, the assigned site fee is [] and
3. The grazing fee is [].

B. ACCESS TO ACCOUNTING RECORDS. The holder shall make all of the accounting books and supporting records for the business activities authorized by this permit available for audit by the Forest Service or other federal agencies authorized to review Forest Service activities. The holder shall retain these records and make them available for review for five years after the end of the year they were generated, unless disposition is otherwise authorized by the Forest Service in writing.

V. REVOCATION, SUSPENSION, AND TERMINATION

A. REVOCATION AND SUSPENSION. The authorized officer may revoke or suspend this permit in whole or in part:

1. For noncompliance with federal, state, or local laws and regulations;
2. For noncompliance with the terms of this permit;
3. For failure of the holder to exercise the privileges granted by this permit;
4. With the consent of the holder; or
5. At the discretion of the authorized officer, for specific and compelling reasons in the public interest.

B. NOTICE AND OPPORTUNITY TO TAKE CORRECTIVE ACTION. Prior to revocation or suspension under clause V.A, the authorized officer shall give the holder notice of the grounds for the action to be taken and a reasonable period, not to exceed 30 days, to complete corrective action prescribed by the authorized officer. Failure of the holder to take corrective action shall disqualify the holder from eligibility for another permit for three years.

C. IMMEDIATE SUSPENSION. The authorized officer may immediately suspend this permit in whole or in part when necessary to protect public health or safety or the environment. The suspension decision must be in writing. Within 48 hours of the request of the holder, the superior of the authorized officer shall arrange for an on-the-ground review of the adverse conditions with the holder. Following this review, the superior shall take prompt action to affirm, modify, or cancel the suspension.

D. APPEALS AND REMEDIES. Any written decisions by the authorized officer relating to administration of this permit, including revocation or suspension decisions, are subject to the administrative appeal regulations at 36 CFR Part 251, Subpart C, as amended. Revocation or suspension of this permit shall not give rise to any claim for damages by the holder against the Forest Service.

E. TERMINATION. This permit shall terminate when by its terms a fixed or agreed upon condition, event, or time occurs without any action by the authorized officer. Examples include but are not limited to expiration of the permit by its terms on a specified date. Termination of this permit is not subject to administrative appeal and shall not give rise to any claim for damages by the holder against the Forest Service.

VI. MISCELLANEOUS PROVISIONS

A. ADVERTISING. The holder shall not misrepresent in any way, either orally, in its circulars, brochures, advertising, and other materials, or on its website, signs, or letterheads, any aspect of the use authorized by this permit, including services provided by the holder, the status of this permit, or the area it covers. All of the holder's circulars, brochures, and advertising and its website regarding use of the permit area shall state that the permit area is located on the National Forest or National Grassland.

B. CURRENT ADDRESSES. The holder and the Forest Service shall keep each other informed of current mailing addresses, including those necessary for payment of fees.

C. SERVICES NOT PROVIDED. This permit does not provide for the furnishing of road or trail maintenance, water, fire protection, search and rescue, or any other service by a government agency, utility, association, or individual.

D. MEMBERS OF CONGRESS. No member of or delegate to Congress or resident commissioner shall benefit from this permit either directly or indirectly, except to the extent the authorized use provides a general benefit to a corporation.

E. SUPERIOR CLAUSES. In the event of any conflict between any of the preceding printed clauses and any subsequent clauses or any provisions in the appendices attached to this permit, the preceding printed clauses shall control.



<Selection item 1: Use this signature block for individuals, partnerships, businesses, and all non-corporate entities.>

This permit is accepted subject to all its terms and conditions.

I have read and understand the terms and conditions and agree to abide by them.

U.S. DEPARTMENT OF AGRICULTURE
Forest Service

By: _____

Authorization is granted:

HOLDER: #HOLDER_NAME#

By: _____

Title: _____

Name: _____

Date: _____

Title: _____

Date: _____



<Selection item 2: Use this signature block for corporations.>

This permit is accepted subject to all its terms and conditions.

I have read and understand the terms and conditions and agree to abide by them.

U.S. DEPARTMENT OF AGRICULTURE
Forest Service

By: _____

Authorization is granted:

HOLDER: #HOLDER_NAME#

By: _____

Title: _____

Name: _____

Date: _____

Title: _____

Date: _____

The following certificate shall be executed by the secretary or assistant secretary of the corporation:

I, [name of Secretary or Assistant Secretary], certify that I am the [select Secretary or Assistant Secretary] of the corporation that executed the above permit; that [name of signatory], who signed this permit on behalf of [name of holder] was then [title of signatory] of that corporation; that I know his/her signature; that his/her signature on this permit is genuine; and that this permit was signed, sealed, and attested to on behalf of [name of holder] by authority of its board of directors.

HOLDER MUST HAVE THIS PERMIT (OR A LEGIBLE COPY) IN POSSESSION DURING THE AUTHORIZED ACTIVITY

BURDEN AND NONDISCRIMINATION STATEMENTS

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.